

SERIAL 01120 - RFP ELECTRONIC PRODUCTS AND SERVICES

CONTRACT PERIOD THROUGH ~~APRIL 30, 2005~~ APRIL 30, 2007

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 19, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
 Susan Varscsak, Library District
 Mirheta Muslic, Materials Management



CONTRACT FOR SERVICES PURSUANT TO RFP

SERIAL 01120-RFP VALUELINE

This Contract is entered into this 4th day of August 2004 by and between Maricopa County Library District ("County") and a political subdivision of the State of Arizona, and VALUE LINE, a New York Corporation ("Contractor") for the purchase of Electronic Products and Services.

1.0 TERM

- 1.1 This Contract is for a term of eight (8) months, beginning on the 4th day of August 2004 and ending the 30th day of April ~~2005~~ **2007**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A".
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contact number, purchase order number, description of services, unit prices, and extended totals and applicable sales/use tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The scope of this indemnification does not extend to the negligence of the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County

Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

Attn: Kendrick Fiorito
Value Line
220 East 42nd Street
New York, NY 10017-5891

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT A
PRICING**

Vendor Name: Value Line Publishing, Inc. Vendor Type (check one): Publisher X or Access Provider (VAR) _____

Product or Service: Value Line Investment Survey and the Value Line Research Center

Description Of Pricing Plan: The pricing proposal for the eight library systems is based on a combination of existing business with Value Line, number of branches/locations, type of branch/location and number of card holders. Please note that each participating library will have the option to select either product below to qualify for these discounted prices. Value Line may already have license agreements in place with participating systems. The discounted prices indicated in Exhibit A of this proposal below are only available if the entire system (8 of the 8) subscribes to the proposal (The total order may include a combination of the two products offered). Individual systems may independently subscribe to either of these services offered below, but these prices are not guaranteed if purchased separately.

Institution Name	Database	Retail price/branch	# of branches	Total Retail Price	Maricopa Price
Chandler Public	Research Center	\$ 2,750 x	\$ 3	\$ 8,250	\$ 4,538
Glendale Public	Research Center	\$ 2,750 x	\$ 3	\$ 8,250	\$ 4,538
Maricopa Library District	Research Center	\$ 2,750 x	\$ 13	\$ 35,750	\$ 19,663
Mesa Public	Research Center	\$ 2,750 x	\$ 3	\$ 8,250	\$ 5,775
Peoria	Research Center	\$ 2,750 x	\$ 2	\$ 5,500	\$ 3,300
Phoenix	Research Center	\$ 2,750 x	\$ 13	\$ 35,750	\$ 25,025
Scottsdale	Research Center	\$ 2,750 x	\$ 4	\$ 11,000	\$ 7,700
Tempe	Research Center	\$ 2,750 x	\$ 1	\$ 2,750	\$ 2,200
					\$ 72,738
Chandler Public	Value Line Investment Survey Online	\$ 1,650 x	\$ 3	\$ 4,950	\$ 2,723
Glendale Public	Value Line Investment Survey Online	\$ 1,650 x	\$ 3	\$ 4,950	\$ 2,723
Maricopa Library District	Value Line Investment Survey Online	\$ 1,650 x	\$ 13	\$ 21,450	\$ 11,798
Mesa Public	Value Line Investment Survey Online	\$ 1,650 x	\$ 3	\$ 4,950	\$ 3,465
Peoria	Value Line Investment Survey Online	\$ 1,650 x	\$ 2	\$ 3,300	\$ 1,980
Phoenix	Value Line Investment Survey Online	\$ 1,650 x	\$ 13	\$ 21,450	\$ 15,015
Scottsdale	Value Line Investment Survey Online	\$ 1,650 x	\$ 4	\$ 6,600	\$ 4,620
Tempe	Value Line Investment Survey Online	\$ 1,650 x	\$ 1	\$ 1,650	\$ 1,320
					\$ 43,643

EXHIBIT B

1.0 SCOPE OF WORK:

1.1 PRODUCT AND/OR SERVICES

- 1.1.1 Value line will provide Value Line Investment Survey and the Value Line Research Center. These products are only available via the web.

The Value Line Investment Survey, recently rated by Hulbert number 1 among 165 research newsletters for risk adjusted gains during the last 20 years, is one of the most widely used independent investment information services in the world. Its up-to-date issues are a comprehensive reference that has useful information for virtually every investor. In breadth of coverage it is encyclopedic, covering some 1,700 equity issues. Every week, about 135 stocks in seven or eight industries are covered.

The Research Center includes on-line access to Value Line's leading publications covering stocks, mutual funds, options and convertible securities as well as special situation stocks. This service is available through Value Line's Web site and includes full subscriptions to:

The Value Line Investment Survey
 The Value Line Investment Survey – Small & Mid-Cap Edition (formerly the Expanded Edition)
 The Value Line Mutual Fund Survey
 The Value Line Daily Options Survey
 The Value Line Special Situations Service
 The Value Line Convertibles Survey
 The Value Line ETF Survey

Products and services will be delivered via the internet to library service locations (i.e.: library buildings) in Maricopa County, Arizona. Remote access by patrons is not available outside-the-library locations

- 1.1.2 All copyright and royalty fees are included in the product price.
- 1.1.3 Individual training is available by phone by calling our Technical Support number.
- 1.1.4 Value Line will provide free usage statistics in an electronic format. Typically, Value Line will provide number of sessions, number of login conflicts and page views.
- 1.1.5 Patrons will be able to print all content on the Value Line website, including the Survey reports from either PDF or HTML. All reports or information provided through the Value Line website may be displayed and printed for the patron's personal, non-commercial use only. The participating libraries under this agreement may make the Value Line information available to its library patrons in the ordinary course of its library operations. Otherwise, they may not reproduce, re-transmit, distribute, disseminate, sell, publish, broadcast or circulate the information in any form or media to anyone, without the express written consent of Value Line.
- 1.1.6 Products and services will be delivered via the internet to library service locations (i.e.: library buildings) in Maricopa County, Arizona. Remote access by patrons is not available outside-the-library locations

1.2 CONFIDENTIALITY

With IP authentication, there is no personal information collected from the users. When utilizing the portfolio feature, any information entered into the portfolio-tracking feature is of special

concern to the users. We keep this information confidential and do not disclose it to any unaffiliated parties.

1.3 LICENSING

A standard Value Line license, EXHIBIT C, will be required for each participating library.

1.4 SUPPORT

Value Line will provide the following methods of support: email vlsoft@valueline.com ; phone (800) 654-0508 and fax (212) 907-1913 Support is available Mon - Fri 6am - 5pm MST, Saturday - 7am - 3pm MST

1.5 CONTENT/CUSTOMER LEVELS

Value Line will provide products with content suitable for all Customer Levels including; Adult, Young Adult and Juvenile:

EXHIBIT C
LIBRARY SOFTWARE TERMS AND CONDITIONS

Library Software Terms & Conditions

1. VALUE LINE PROVIDES, THROUGH ITS WEB SITE, CERTAIN VALUE LINE INFORMATION, RATINGS AND EARNING ESTIMATES RELATED TO COMPANIES WHOSE SECURITIES ARE PUBLICLY TRADED, AND CERTAIN ARTICLES, EXPLANATORY TEXT, AND PRODUCT INFORMATION (COLLECTIVELY, THE "VALUE LINE® INFORMATION"). LICENSEE'S USE OF THE VALUE LINE® INFORMATION IS ENTIRELY AT LICENSEE'S OWN RISK AND IT IS LICENSEE'S SOLE RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL VALUE LINE® INFORMATION.
2. ALL VALUE LINE® INFORMATION IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER VALUE LINE NOR ANY OF VALUE LINE'S AFFILIATES WARRANTS THAT THE VALUE LINE® INFORMATION WILL BE ACCURATE, COMPLETE, UNINTERRUPTED OR ERROR FREE OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE FROM OR RELATED TO THE VALUE LINE® INFORMATION IS FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS.
3. UNDER NO CIRCUMSTANCES SHALL VALUE LINE, OR THEIR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES THAT RESULT IN ANY WAY FROM LICENSEE'S USE, NON-USE OR RELIANCE UPON THE VALUE LINE® INFORMATION, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS OR DELETIONS OF FILES, ERRORS OR DEFECTS IN THE VALUE LINE® INFORMATION, DELAYS IN OPERATION, TRANSMISSION OR FAILURE OF PERFORMANCE. IF LICENSEE IS DISSATISFIED WITH ANY VALUE LINE® INFORMATION, LICENSEE'S SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE VALUE LINE® INFORMATION.
4. THE VALUE LINE® INFORMATION IS PROVIDED TO LICENSEE SOLELY FOR LICENSEE'S OWN INTERNAL PURPOSES. ALL FORMS OF SUB-LICENSING, RESELLING, RE-PUBLICATION OR OTHER FORM OF DISTRIBUTION, INCLUDING INTERNET POSTING, ELECTRONIC MAILING, FAXING, ARCHIVING IN A PUBLIC DATABASE, REDISTRIBUTING VIA A COMPUTER NETWORK, OR IN A PRINTED FORM, TO THIRD PARTIES OF ANY VALUE LINE® INFORMATION ARE STRICTLY PROHIBITED.
5. VALUE LINE OR ITS LICENSORS ARE THE SOLE AND EXCLUSIVE OWNERS OF ALL RIGHT, TITLE AND INTEREST, INCLUDING TRADEMARKS, COPYRIGHTS, PATENTS, TRADE NAMES, TRADE SECRETS AND OTHER INTELLECTUAL PROPERTY RIGHTS, IN THE VALUE LINE® INFORMATION. LICENSEE MAY NOT OTHERWISE COPY, MODIFY, ADAPT, REPRODUCE, TRANSLATE, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, SUBLICENSE OR ASSIGN ANY ASPECT OF THE VALUE LINE® INFORMATION DELIVERED OR ACCESSED VIA THIS SERVICE. LICENSEE MAY NOT USE, ADOPT OR ATTEMPT TO REGISTER ANYWHERE IN THE WORLD, WHETHER ALONE OR TOGETHER WITH ANY OTHER MARK, SYMBOL, OR NAME, ANY VALUE LINE TRADE NAME OR MARK OR SERVICE NAME OR MARK THAT IS SIMILAR OR CONFUSINGLY SIMILAR TO THE VALUE LINE TRADEMARKS.
6. THIS AGREEMENT SHALL FOR ALL PURPOSES BE GOVERNED, INTERPRETED, CONSTRUED AND ENFORCED SOLELY AND EXCLUSIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK, USA (EXCLUDING ITS LAW OF CONFLICT OF LAWS). LICENSEE HEREBY AGREES THAT THE COURTS LOCATED IN THE STATE AND COUNTY OF NEW YORK, USA SHALL CONSTITUTE THE SOLE AND EXCLUSIVE FORUM FOR THE RESOLUTION OF ANY AND ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND LICENSEE HEREBY CONSENTS TO THE JURISDICTION OF SUCH COURTS AND IRREVOCABLY WAIVE ANY OBJECTIONS THERETO, INCLUDING ON GROUNDS OF FORUM NON CONVENIENS. REGARDLESS OF WHERE LICENSEE ACCESSES VALUE LINE® INFORMATION FROM, LICENSEE AGREES TO COMPLY WITH ALL APPLICABLE UNITED STATES LAWS, INCLUDING THOSE REGARDING THE EXPORT OF DATA. LICENSEE IS ALSO RESPONSIBLE FOR COMPLYING WITH ALL OTHER LAWS, RULES AND REGULATIONS THAT MAY BE APPLICABLE TO LICENSEE'S USE OF THE VALUE LINE® INFORMATION.
7. VALUE LINE MAY DENY LICENSEE ACCESS TO ALL OR PART OF THIS SERVICE WITHOUT NOTICE IF LICENSEE ENGAGES IN ANY CONDUCT OR ACTIVITIES THAT VALUE LINE IN ITS SOLE DISCRETION BELIEVES VIOLATES APPLICABLE LAW OR ANY TERM OF THIS AGREEMENT.
8. LICENSEE AGREES TO DEFEND, INDEMNIFY AND HOLD VALUE LINE AND THEIR AFFILIATES HARMLESS FROM ANY AND ALL LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO ANY VIOLATION OF THIS AGREEMENT BY LICENSEE OR AUTHORIZED USERS OF LICENSEE'S ACCOUNT.
9. IN THE EVENT THAT ANY PORTION OF THIS AGREEMENT IS HELD TO BE UNENFORCEABLE, THE UNENFORCEABLE PORTION SHALL BE CONSTRUED IN ACCORDANCE WITH APPLICABLE LAWS AS NEARLY AS POSSIBLE TO REFLECT THE ORIGINAL INTENTIONS OF THE PARTIES AND THE REMAINDER OF THE PROVISIONS SHALL REMAIN IN FULL FORCE AND EFFECT.
10. VALUE LINE'S FAILURE TO INSIST UPON OR ENFORCE STRICT PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS A WAIVER OF ANY PROVISION OR RIGHT. NEITHER THE COURSE OF CONDUCT BETWEEN PARTIES NOR TRADE PRACTICE SHALL ACT TO MODIFY ANY PROVISION OF THIS AGREEMENT.
11. AUTHORIZED LOCATION (COMPLETE SEPARATE AGREEMENT FOR EACH BRANCH OR SITE):

LIBRARY NAME _____

ADDRESS _____

CONTACT NAME _____ CONTACT PHONE (_____) _____ - _____

12. TERM OF SERVICE IS 12 MONTHS FROM EFFECTIVE START DATE OF _____ / _____ / _____
MM DD YYYY

13. ANNUAL FEE FOR VLIS OR RESEARCH CENTER OF (U.S.)\$ _____ IS PAYABLE PRIOR TO EFFECTIVE START DATE.

14. LICENSEE IS PERMITTED TO USE THE SOFTWARE FOR ONLY [_____] USERS IN THE FOLLOWING IP ADDRESS RANGE LOCATED AT THE AUTHORIZED LOCATION:

AGREED TO FOR LICENSEE BY: SIGNATURE _____

NAME: _____ DATE: _____ / _____ / _____

VALUE LINE PUBLISHING INC, 220 E 42ND STREET, NEW YORK, NY 10017

PRICING SHEET **S0274 02 / B0604225**

Terms:	NET 30
Vendor Number:	433562641 W000002117 X
Telephone Number:	212/907- 4680 1500
Fax Number:	212/907-1922
Contact Person:	Kendrick Fiorito
E-mail Address:	kfiorito@valueline.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending April 30, 2005 2007.